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4 Pages

**FIRST AMENDMENT TO PAID UP OIL, GAS AND MINERAL LEASE**
Suzanne Henderson

This First Amendment to Paid Up Oil, Gas and Mineral Lease (this "Amendment") is made effective as of April 15, 2003 (the "Effective Date") and is by and between XTO Energy Inc. ("Lessee") and **Desert Partners III, L.P.** and **Grant J. Wright**("Lessor" whether one or more).

RECITALS

WHEREAS, **Camilla Beall Thompson** ("Original Lessor") and **Wesley C. Herndon** ("Original Lessee") entered into that certain Paid Up Oil, Gas and Mineral Lease dated April, 15, 2003, recorded in D203255748, of the Deed Records of Tarrant County, Texas (the "Lease"), covering 219.67 acres, more or less, as more particularly described in the Lease (the "Leased Premises");

WHEREAS, the Lease and all rights thereunder are now owned and held by Lessee, as the successor in interest to Original Lessee under the terms of the Lease and Lessor is successor in interest to Original Lessor under the terms of the Lease;

WHEREAS, the Leased Premises includes a certain 22.735 acre tract of land which is depicted on the survey attached hereto as Exhibit "A" and legally described by metes and bounds on Exhibit "B" attached hereto (the "Disputed Tract");

WHEREAS, Ron G. Crabtree, Anne F. Crabtree, and Bryan J. Pennebaker (the "Adjacent Landowners") claimed an interest in the Disputed Tract and as a result the Original Lessee entered into a protection lease with the Adjacent Landowners covering the Disputed Tract (the "Protection Lease");

WHEREAS, Lessor and the Adjacent Landowners were involved in a lawsuit over the mineral estate in the Disputed Tract styled Cause No. 342-219889-06; *KHM Enterprises, Ltd., The Estate of Varner Beall Bell Warner, Betty Beall Jordan, Camilla T. Scanlan, Deborah Capera*

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Ryan, Patricia Elizabeth Ryan, Robert Willing Ryan,, Patricia Van Zandt, Caroline T. Jackson, Frank Beall Ryan, and Anne McLean v. Ron G. Crabtree and Wife, Anne F. Crabtree, and Bryan J. Pennebaker which is filed in the 342nd Judicial District Court of Tarrant County, Texas (the "Litigation");

WHEREAS, Lessor and Adjacent Landowners fully and finally settled all matters in controversy between them subject to the Litigation and pursuant to the agreement will request that the judge presiding in the Litigation enter an Agreed Final Judgment which will then be recorded in the Official Public Records of Tarrant County, Texas;; and

WHEREAS, Lessor and Lessee now desire to amend the Lease as to the Disputed Tract only effective as of the Effective Date pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants of the agreements contained herein and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by each of the parties hereto, Lessor and Lessee hereby amend the Lease as follows:

1. As of the Effective Date, the royalty on oil and gas to be paid pursuant to the Lease attributable to the Disputed Tract only shall be one-quarter (1/4) instead of 3/16ths. This one-quarter (1/4) royalty shall be paid as of the date of the Lease on all production both historical and future attributable to the Disputed Tract only as if the royalty paid on the Disputed Tract was always one-quarter (1/4).
2. Lessee hereby waives any claim under the Lease related to any title representation or warranty as to the Disputed Tract as a result of the claims made by the Adjacent Landowners to the Disputed Tract and hereby releases Lessor and Lessor's predecessors in title who may have signed the Lease, of and from any such claim to recover any portion of any bonus payment made or any damages for failure of title related to any part

of the Disputed Tract.

3. Lessor hereby adopts, ratifies, and confirms the Lease as to all of the terms and provisions therein, as amended by this First Amendment of Paid Up Oil, Gas and Mineral Lease, and for the same consideration, Lessor does hereby lease, grant, demise, and let the lands covered by the Lease, unto Lessee, its successors and assigns, in accordance with all of the terms and provisions of the Lease, as amended hereby. Except as amended by this First Amendment of Paid Up Oil, Gas and Mineral Lease, the Lease is and remains in full force and effect as originally written.

This Amendment is executed this the 20 day of August, 2009, but shall be effective for all purposes as of the Effective Date.

LESSORS:

DESERT PARTNERS III, L.P.

By: Midland Royalty Company, L.P., its
general partner

By: Midland Royalty Management, LLC its
general partner

By:


Name: Joe Gieb, III
Title: General Partner


GRANT J. WRIGHT

LESSEE:

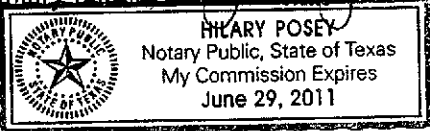
XTO Energy, Inc.

By: Edwin S. Pefano, Jr.
Name: Edwin S. Pefano, Jr.
Title: SR Vice President Land Administration

ACKNOWLEDGMENTS

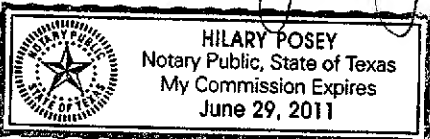
STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on the 20th day of August, 2009, by **Joe Gieb, III**, and acting in the capacity herein stated.

Hilary Posey
Notary Public, State of Texas


STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on the 20th day of August, 2009, by **Grant J. Wright**.

Hilary Posey
Notary Public, State of Texas


STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 1st day of September, 2009, of XTO Energy, Inc. on behalf of said corporation.

Elizabeth L. Rogers
Notary Public, State of Texas

